

## Environmental Protection Agency

1552.211-74

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

No. of copies	Addressee	Address (email and/or shipping)
.....	Contracting Officer's Representative.	
.....	Contracting Officer.	

(End of clause)

[61 FR 29317, June 10, 1996. Redesignated at 61 FR 57339, Nov. 6, 1996, as amended at 62 FR 33573, June 20, 1997; 78 FR 46290, July 31, 2013]

### 1552.211-73 Level of effort—cost-reimbursement term contract.

As prescribed in 1511.011-73, insert the following contract clause in cost-reimbursement term contracts including cost contracts without fee, cost-sharing contracts, cost-plus-fixed-fee (CPFF) contracts, cost-plus-incentive-fee contracts (CPIF), and cost-plus-award-fee contracts (CPAF).

#### LEVEL OF EFFORT—COST-REIMBURSEMENT TERM CONTRACT (APR 1984)

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government hereby orders \_\_\_\_ direct labor hours for the base period, which represents the Government's best estimate of the level of effort to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) If the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period ordered, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If

(g) The reports shall be submitted to the following addresses on or before the \_\_\_\_ of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(End of clause)

[49 FR 8867, Mar. 8, 1984. Redesignated at 61 FR 57339, Nov. 6, 1996, as amended at 62 FR 33573, June 20, 1997]

### 1552.211-74 Work assignments.

As prescribed in 1511.011-74, insert the following contract clause in cost-reimbursement type term form contracts when work assignments are to be used.

#### WORK ASSIGNMENTS (APR 1984)

(a) The contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within \_\_\_\_ calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment. Within \_\_\_\_ calendar days after receipt of a work assignment, the Contractor shall submit \_\_\_\_ copies of a work plan to the Contracting Officer's Representative and \_\_\_\_ copies to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate. Within \_\_\_\_ calendar days

after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor. If the Contractor has not received approval on a work plan within \_\_\_\_ calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(End of clause)

*Alternate I.* As prescribed in 1512.104(b), modify the existing clause by adding the following paragraph (f) to the basic clause:

(f) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification. Where work assignments or similar tasking documents are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first work assignment issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification

shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment or other work related to this site.

(End of clause)

*Alternate II.* As prescribed in 1512.104(b), modify the existing clause by adding the following paragraph (f) to the basic clause:

(f) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification. Where work assignments or similar tasking documents are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first work assignment issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

Before submitting the conflict of interest certification, the Contractor shall initially search through all of its available records to identify any actual or potential conflicts of interest. During the first three years of this contract, the Contractor shall search through all records created since the beginning of the contract plus the records of the Contractor prior to the award of the contract until a minimum of three years of records are accumulated. Once three years of records have accumulated, prior to certifying, the Contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment or other work related to this site.

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(End of clause)

[49 FR 8867, Mar. 8, 1994, as amended at 59 FR 18624, Apr. 19, 1994. Redesignated at 61 FR 57339, Nov. 6, 1996, as amended at 62 FR 33573, June 20, 1997; 78 FR 46291, July 31, 2013]

### 1552.211-75 Working files.

As prescribed in 1511.011-75, insert the following clause in all applicable EPA contracts.

#### WORKING FILES (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

(End of clause)

[49 FR 8867, Mar. 8, 1984. Redesignated at 55 FR 39622, Sept. 28, 1990, as amended at 21994, May 4, 1995. Redesignated at 61 FR 57339, Nov. 6, 1996, as amended at 62 FR 33573, June 20, 1997]

### 1552.211-76 Legal analysis.

As prescribed in 1511.011-76, insert this contract clause when it is determined that the contract involves legal analysis.

#### LEGAL ANALYSIS (APR 1984)

The Contractor shall furnish to the Contracting Officer's Representative one (1)

No. of copies	Addressee	Address (email and/or shipping)
1 .....	EPA Library.	
1 .....	Contracting Officer.	
1 .....	Contracting Officer's Representative.	

(End of clause)

[78 FR 46291, July 31, 2013]

### 1552.211-78 Management consulting services.

As prescribed in 1511.011-78, insert the following contract clause in all contracts for management consulting services.

copy of any draft legal analysis. The Government will provide a response to the Contractor within thirty (30) calendar days after receipt. The Contractor shall not finalize the analysis until the Government has given approval.

(End of clause)

[49 FR 8867, Mar. 8, 1984. Redesignated at 55 FR 39622, Sept. 28, 1990, as amended at 60 FR 21994, May 4, 1995. Redesignated at 61 FR 57339, Nov. 6, 1996, as amended at 62 FR 33573, June 20, 1997; 78 FR 46291, July 31, 2013]

### 1552.211-77 Final reports.

As prescribed in 1511.011-77, insert this contract clause when a contract requires both a draft and a final report.

#### FINAL REPORTS (SEP 2013)

(a) "Draft Report"—The Contractor shall submit to the Contracting Officer's Representative \_\_\_\_ copies of the draft final report on or before \_\_\_\_ (date) \_\_\_\_ The Contractor shall furnish to the Contracting Officer a copy of the letter transmitting the draft. The draft shall be double-spaced or space-and-a-half and shall include all pertinent material required in the final report. The Government will review for approval or disapproval the draft and provide a response to the Contractor within \_\_\_\_ calendar days after receipt. If the Government does not provide a response within the allotted review time, the Contractor immediately shall notify the Contracting Officer in writing.

(b) "Final Report"—The Contractor shall deliver a final report on or before the last day of the period of performance specified in the contract. Distribution is as follows:

#### MANAGEMENT CONSULTING SERVICES (APR 1985)

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) Name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition; (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.